

1676011

**First Five-Year Review Report**

**for**

**Cardington Road Landfill Site  
(a.k.a. Sanitary Landfill Site)**

**Moraine**


**Montgomery County, Ohio**

**September, 2002**

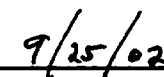
**PREPARED BY:**

**U.S. Environmental Protection Agency  
Region 5**

Approved by:

  
\_\_\_\_\_  
William E. Muno, Director  
Superfund Division

Date:

  
\_\_\_\_\_  
9/25/02

**Cardington Road Landfill Site  
(a.k.a. Sanitary Landfill Site)  
Moraine, Ohio  
Five-Year Review Report**

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## **Executive Summary**

The remedy for the Cardington Road Landfill Site in Montgomery County, Ohio, included a solid waste landfill cap, a gas collection and destruction system, surface run-off controls and drainage channels, fencing and institutional controls. The site achieved construction completion with the signing of the Preliminary Close Out Report on September 23, 1998. The trigger for this five-year review was the start date of remedial action on August 11, 1997.

The assessment of this five-year review found that the remedy was constructed in accordance with the requirements of the Record of Decision (ROD). The remedy is functioning as designed and the immediate threats have been addressed.

## Five-Year Review Summary Form

SITE IDENTIFICATION		
Site name (from WasteLAN): Sanitary Landfill Site (a.k.a. Cardington Road Landfill)		
EPA ID (from WasteLAN): OHD093895787		
Region: 5	State: OH	City/County: Moraine/Montgomery
SITE STATUS		
NPL status: <input checked="" type="checkbox"/> Final <input type="checkbox"/> Deleted <input type="checkbox"/> Other (specify)		
Remediation status (choose all that apply): <input type="checkbox"/> Under Construction <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Complete		
Multiple OUs?* <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Construction completion date: <u>09 / 23 / 1998</u>	
Has site been put into reuse? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
REVIEW STATUS		
Lead agency: <input checked="" type="checkbox"/> EPA <input type="checkbox"/> State <input type="checkbox"/> Tribe <input type="checkbox"/> Other Federal Agency		
Author name: Linda A. Kern		
Author title: Remedial Project Manager	Author affiliation: U.S. EPA, Region 5	
Review period:** <u>06/03/2002</u> to <u>Signature Date of this 5 year review</u>		
Date(s) of site inspection: <u>09/05/2002</u>		
Type of review: <input checked="" type="checkbox"/> Post-SARA <input type="checkbox"/> Pre-SARA <input type="checkbox"/> NPL-Removal only <input type="checkbox"/> Non-NPL Remedial Action Site <input type="checkbox"/> NPL State/Tribe-lead <input type="checkbox"/> Regional Discretion)		
Review number: <input checked="" type="checkbox"/> (first) <input type="checkbox"/> 2 (second) <input type="checkbox"/> 3 (third) <input type="checkbox"/> Other (specify)		
Triggering action: <input checked="" type="checkbox"/> Actual RA On-site Construction at OU # <u>n/a</u> <input type="checkbox"/> Actual RA Start at OU# ____ <input type="checkbox"/> Construction Completion <input type="checkbox"/> Previous Five-Year Review Report <input type="checkbox"/> Other (specify)		
Triggering action date (from WasteLAN): <u>08/11/97</u>		
Due date (five years after triggering action date): <u>08/11/02</u>		

\* ["OU" refers to operable unit.]

\*\* [Review period should correspond to the actual start and end dates of the Five-Year Review in WasteLAN.]

**Five-Year Review Summary Form, cont'd.**

**Issues:**

Ohio EPA has raised an ARAR compliance issue with respect to Ohio Administrative Code (OAC) 3745-31-05, which establishes criteria for permits to install (PTIs) and best available technologies (BATs). The State has raised an issue concerning the use of alternatives to the 40 CFR 60.18 flare requirements for determining flare exit velocity and fuel gas heat content.

Long-term groundwater monitoring needs to be performed.

**Recommendations and Follow-up Actions:**

The information submitted by the Responsible Parties regarding the use of alternatives to the 40 CFR 60.18 requirements is under evaluation. Resolution of these issues will be pursued.

Groundwater monitoring will be performed upon finalization of the site's QAPP.

**Protectiveness Statement:**

The site remedy is expected to be protective of human health and the environment while migration and treatment of landfill gas is maintained. The selected remedy eliminates the principal threats identified in the risk assessment by collecting and destroying the landfill gases, preventing direct contact with landfill waste and reducing infiltration of water into waste thus preventing the formation of leachate at the site.

**Long-Term Protectiveness:**

Long-term monitoring will be conducted to ensure that the remedy remains effective.

**Other Comments:**

None

**Cardington Road Landfill Site  
(a.k.a. Sanitary Landfill Site)  
Moraine, Ohio  
First Five-Year Review Report**

**I. Introduction**

The purpose of the five-year review is to determine whether the remedy at a site is protective of human health and the environment. The methods, findings, and conclusions of reviews are documented in Five-Year Review reports. In addition, Five-Year Review reports identify issues found during the review, if any, and identify recommendations to address them.

The Agency is preparing this Five-Year Review report pursuant to CERCLA §121 and the National Contingency Plan (NCP). CERCLA §121 states:

*"If the President selects a remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the site, the President shall review such remedial action no less often than each five years after the initiation of such remedial action to assure that human health and the environment are being protected by the remedial action being implemented. In addition, if upon such review it is the judgement of the President that action is appropriate at such site in accordance with section [104] or [106], the President shall take or require such action. The President shall report to the Congress a list of facilities for which such review is required, the result of all such reviews, and any actions taken as a result of such reviews."*

The Agency interpreted this requirement further in the NCP; 40 CFR §300.430(f)(4)(ii) states:

*"If a remedial action is selected that results in hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such action no less often than every five years after the initiation of the selected remedial action."*

The United States Environmental Protection Agency (EPA), Region 5, conducted this five-year review of the remedy implemented at the Cardington Road Landfill Site in Moraine, Ohio. This review was conducted by the Remedial Project Manager (RPM) for the entire site from June 2002 through September 2002. This report documents the results of the review.

This is the first five-year review for the Cardington Road Landfill site. This statutory five-year review is required due to the fact that hazardous substances, pollutants, or contaminants remain at the site above levels that allow for unlimited use and unrestricted exposure.

## II. Site Chronology

Table 1 lists the chronology of events for the Cardington Road Landfill site.

Event	Date
Site operated as a landfill	1965 to 1980
State of Ohio licensed operation of the site as a solid waste disposal facility	January 1971
The Sanitary Landfill Company requested lease termination and indicated to the State of Ohio that waste disposal activities were complete	January 1980
A surface water retention pond at the southern-most corner of the Site was filled to bring the area to grade level	February 1980
Site was covered with soil ranging in thickness from two to eight feet and over thirty vents were installed into the landfill to control the migration of gases	Later in 1980
The site was reevaluated by the Montgomery County Health Department in response to concerns about the possible discharge of storm water runoff from the site	1981
The site was included on the National Priority List (NPL) (48FR40674)	June 10, 1986
EPA, the State of Ohio, and a group of potentially responsible parties (PRPs) entered into a three-part Administrative Order by Consent (AOC)	December 16, 1987
The Remedial Investigation was conducted	1989 through 1991
Feasibility Study completed	November, 1992
EPA issues the Record of Decision (ROD)	September 27, 1993
AOC signed between PRPs, EPA, and Ohio EPA to prepare the Remedial Design	May 27, 1994
Explanation of Significant Differences (ESD) issued	January 25, 1996
Remedial Action Consent Decree entered	August 12, 1996
Start of Remedial Action	August 11, 1997
EPA conducted pre-final inspection, which concluded that all construction activities were complete	September 17, 1998
EPA signs Preliminary Close-Out Report documenting that the remedy was constructed in accordance with the RD plans and specifications	September 23, 1998
5 Year Review Site Inspection	September 5, 2002



### **III. Background**

#### **Physical Characteristics**

The Cardington Road Landfill site is located at 1855 Cardington Road, Moraine, Ohio, in Montgomery County, approximately one mile south of the City of Dayton (See Figure 1). The property parcel on which the site is located encompasses approximately 53 acres and is bounded on the south by Cardington Road, on the east by Lance Drive, on the north by Calvary Cemetery, and on the west by active and reclaimed sand and gravel quarries. (See Figure 2) The actual site area used for waste disposal has been estimated to be about 36 acres. The site is approximately 2,200 feet in length on the west boundary and 1,000 feet wide at the northern boundary.

#### **Land and Resource Use**

The site is located at the top of a kame terrace in the Great Miami River Valley buried aquifer system, which has been designated by the EPA as a sole-source aquifer. Glacial materials deposited in the valley system, which are the primary source of groundwater, can range from 100 to 300 feet in thickness. The Great Miami River, which flows in a southerly direction, lies approximately 2,500 feet north and 4,000 feet west of the site. No surface water streams are present near the site. Topography at most of the site is gently sloping to relatively flat.

The property surrounding the site is zoned commercial, light industrial and residential. Residential properties border the site to the northeast with the closest resident within 200 yards of the landfill property. All residents in the area near the site are provided with municipal drinking water.

#### **History of Contamination**

The site is situated on property owned by two trusts controlled by the Snyder family. The property was leased to Moraine Materials Company, which mined the site for sand and gravel throughout the 1960's. In January 1971, the State of Ohio licensed operation of the site as a solid waste disposal facility. The site was leased for use as a landfill to the Sanitary Landfill Company (subsequently owned by Danis Industries Corporation), which operated the facility during the entire licensed period. During land filling operations, the excavated sand and gravel pits were filled with commercial, industrial and municipal wastes. In January 1980, the Sanitary Landfill Company requested lease termination and indicated to the State of Ohio that waste disposal activities were complete.

#### **Initial Response**

As reported by a former Ohio EPA solid waste inspector, a surface water retention pond at the southern-most corner of the site was filled by the site owners after February 1980, mainly with construction debris, to bring the area to grade level. Later in 1980, the site was covered with soil ranging in thickness from two to eight feet and over thirty vents were installed into the landfill to control the migration of gases. The site was officially closed on July 18, 1980. In 1981, the site was reevaluated by the Montgomery County Health Department in response to concerns about the possible discharge of storm water runoff from the site onto Lance Drive.

Subsequently, a storm water collection pond was constructed adjacent to the northeast corner of the Site to control runoff along Lance Drive.

The site was placed on the National Priority List (NPL) in the Federal Register on June 10, 1986, based on EPA and Ohio EPA reports. Criteria considered in the site evaluation included the population potentially at risk; the presence of potentially hazardous substances, industrial wastes, and other wastes disposed of at the site; and the potential for ground water contamination.

### **Basis for Taking Action**

EPA, Ohio EPA, and a group of potentially responsible parties (PRPs) entered into a three-party Administrative Order by Consent (AOC) effective December 16, 1987. Under the terms of the AOC, the PRPs agreed to conduct the Remedial Investigation and Feasibility Study (RI/FS) for the site with oversight by EPA and Ohio EPA. The RI was designed to determine the nature and extent of contamination at the site through a sampling program for ground water, soils, surface water, sediments and air quality. Also included in the investigation was a cap integrity study and a waste characterization program consisting of geophysical surveys, vent gas surveys, soil gas surveys, and intrusive borings into the cap and leachate sampling from the landfill.

Organic and inorganic compounds were detected in both upgradient and downgradient perimeter monitoring wells. Detected organic compounds ranged from 1 ug/l to 210 ug/l. Most of the organic compounds found were at low concentrations of less than 10 ug/l. There was an even distribution of organic and inorganic compounds found between different aquifer zones (depths) that were sampled; however, there was no pattern of consistent detections between individual monitoring wells. No pesticides or PCBs were detected in the ground water samples.

The investigation included the collection of liquid and sediment samples from ten sampling locations, both on-site and off-site, and three downgradient seep locations.

No volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, or polychlorinated biphenyls (PCBs) were identified in any of the surface water samples above the required detection limits. Numerous inorganic compounds were detected in the surface water samples collected. Numerous organic and inorganic compounds were detected in upgradient, on-site, and off-site downgradient sediment samples. Three VOCs and twenty-one inorganic compounds were detected in the seep liquids. The seeps were downgradient of the landfill and found at the same relative elevation as the landfill. No SVOCs, pesticides, or PCBs were detected in any seep sediment samples. Numerous inorganic compounds were detected in the seep sediments.

The air investigation was conducted to determine the migration and dispersion of potential chemical constituents in the ambient air on-site and along the perimeter of the site (50-foot radius). This investigation included an ambient air survey conducted over the entire site and perimeter areas located within 50 feet of the site, and the collection and analysis of perimeter air samples at nine locations along the perimeter of the site.

Several VOCs were detected both on-site and along the perimeter during this portion of the investigation. Organic compounds detected include, but are not limited to,

trichlorofluoromethane, toluene, 1,1,1-TCA, acetone, 2-butanone, chloromethane, ethyl benzene, and methane. Many of the organic compounds detected were found in both upwind and downwind locations. No SVOCs were detected in upwind or downwind samples.

As part of the air quality investigation, chemical analyses of indoor air for workers in the Snyder Concrete Products Company were performed. This company's operation occurs on and next to the landfill. The chemical concentrations recorded in the single grab sample were taken under worst case conditions. 1,1-dichloroethylene and methylene chloride were two organic compounds that were detected. These two compounds were used to assess the risk posed by the site and helped establish in the risk assessment that the principal threat was landfill gas.

#### **IV. Remedial Actions**

##### **Remedy Selection**

The Record of Decision for the site was signed on September 27, 1993. The ROD consisted of the following components:

- I. Placement of a solid waste cap over the landfill area consisting of a vegetated layer, middle drainage layer, a low permeability layer, and a subgrade bedding layer;
- II. A gas management system consisting of the installation of approximately thirty new active gas extraction wells and treatment of the gases;
- III. Surface water run-off controls to protect the cap system and effectively discharge run-off from the landfill area;
- IV. Monitoring which will encompass landfill gas emissions and groundwater which will determine whether the remedial actions conducted at the site are effective;
- V. Institutional controls will be used to restrict access to and limit future use of the Site, as well as to prevent use of groundwater beneath the site as drinking water; and
- VI. A Supplemental Site Investigation (SSI) to further define the flow gradients at the southern end of the landfill and to attempt to determine if the chemical constituents detected at the MW-9 cluster can be attributed definitively to the landfill; and
- VII. Future evaluation of possible groundwater remedial alternatives should the results of the SSI indicate that a groundwater plume definitively originating from the landfill is present.

The selected remedy eliminates the principal threats posed by the site by collecting and destroying the landfill gases, preventing direct contact with landfill waste and greatly reducing infiltration of water into waste thus preventing the formation of leachate.

Based on the results of data generated during the SSI, it was determined that further SSI field work or further evaluation of the remedy as described in the 1993 ROD were not necessary with regard to groundwater. Therefore, EPA issued an Explanation of Significant Differences (ESD) on January 25, 1996.

## **Remedy Implementation**

An AOC was signed between the Potentially Responsible Parties (PRPs) and the EPA and Ohio EPA on May 27, 1994, to prepare the Remedial Design (RD) for the selected remedy. The RD was completed and approved in April, 1996. The Remedial Action (RA) Consent Decree was lodged in Federal Court on June 17, 1996, and entered on August 12, 1996. The construction of the RA commenced on August 11, 1997. The contractor conducted remedial activities as planned but one new area of waste was identified during construction. When gas monitoring probes were being installed east of the site, a waste area was discovered and high levels of methane were found in the bore holes. Gas monitors were placed in nearby businesses. The gas collection system was extended to include the waste areas found east of the site. EPA and Ohio EPA conducted a pre-final inspection on September 17, 1998, which concluded that all construction activities were completed in accordance with the RD specifications. A Preliminary Close Out Report (PCOR) was signed on September 23, 1998.

## **System Operations/Operation and Maintenance**

Long-term Operation and Maintenance (O&M) is being conducted by the PRPs who are signatories to the Consent Decree. This group is referred to in site documents as the Remedial Action Group (RAG). O&M activities for the site are required to be conducted for a period of 30 years following completion of closure construction. The O&M activities include regular inspection to ensure the facilities are in proper functioning order, rehabilitation of facilities that have deteriorated or worn and no longer serve the proper function, continued operation of the gas extraction and thermal destruction systems, sampling as required and regular reporting to the Agencies. In addition, combustible gas indicators (CGIs), which are located in adjacent buildings are maintained. Repairs were made to the blower this Spring and the system was monitored during this time. All systems appear to be functioning normally.

## **V. Progress Since the Last Five-Year Review**

This is the first five-year review for the site.

## **VI. Five-Year Review Process**

### **Administrative Components**

The Cardington Road Landfill five year review was prepared by Linda Kern, Remedial Project Manager for the site. Scott Glum, Site Coordinator with the Ohio Environmental Protection Agency also assisted in the review. The five year review consisted of a review of relevant site documents and monitoring data, discussions with the RAG's technical representatives, and a site inspection.

### **Community Involvement**

A public notice was placed in the Dayton Daily News announcing that a five year review was to be performed for the site. Notice of the completed five year review will be placed in the Dayton

Daily News and the final report will be available in the site's information repositories. The information repositories for the site are located at the Dayton Public Library and the City of Moraine Library.

### **Document Review**

This five-year review consisted of a review of relevant site documents including O&M monthly progress reports. The monthly progress reports summarize all activities performed at the site including inspections, maintenance, and monitoring data. (See Attachment 1 for a list of documents reviewed.)

The following standards were identified as applicable or relevant and appropriate requirements (ARARs) in the 1993 ROD for the site and were reviewed for changes that could affect protectiveness:

#### **Chemical Specific ARARs**

Chemical Specific ARARs regulate the release to the environment of specific substances having certain chemical characteristics. As stated in the 1993 ROD, the selected remedy achieves fence line compliance with chemical specific ARARs relating to the collection and treatment by flaring of collected landfill gas. Federal and State ARARs relating to air emissions and the quality of ambient air should be met during and after construction of the remedy.

- An air emission issue has been raised by the State of Ohio, this will be discussed further under Action Specific ARARs.

Other ARARs that were identified included Maximum Contaminant Levels (MCLs) established pursuant to the Safe Drinking Water Act, Ambient Water Quality Criteria, and State standards which give concentration limits for drinking water and surface waters. MCLs and State drinking water standards were identified as relevant and appropriate based on the possibility that groundwater beneath the site might eventually be used as a source of drinking water. The other water quality standards and limits were identified as being applicable in the event that treated groundwater will be discharged to infiltration ponds or used in ground water re-injection.

- As has been discussed above, the results of the SSI field investigation demonstrated that no groundwater remedy was required. If contamination found in the future warrants further action then an evaluation will be performed by the Agencies.
- Long-term monitoring of groundwater and institutional controls will be maintained at the site. (See Attachment 2 for copies of access agreements and deed restrictions).

#### **Action Specific ARARs**

Action Specific ARARs are requirements that define acceptable treatment and disposal procedures for hazardous substances. As stated in the 1993 ROD, the cap was to be constructed in accordance with the requirements of Ohio Administrative Code (OAC) 3745-27-11, other Ohio Solid Waste Laws, and with RCRA Subtitle D specific

requirements. Most RCRA requirements are administered under the State of Ohio's implementing regulations. Because of the topography of the landfill, stability analysis were required pursuant to OAC 3745-27-11(G)(1)(c) to establish alternate slope requirements for portions of the cap which did not allow for a slope between five and twenty-five percent.

- The Ohio EPA has raised an issue with respect to Ohio Administrative Code (OAC) 3745-31-05, which establishes air permit criteria for permits to install (PTIs) and best available technologies (BATs). Generally, a permit is not required for on-site discharges at Superfund sites. However compliance with the substantive portions of a permit is required. The State had requested that a description of the gas extraction and treatment system, including manufacturer's specifications, the types and amounts of contaminants being treated, and an evaluation of emissions generated after the flare be submitted. Subsequently, the State's Regional Air Pollution Control Agency (RAPCA) would determine if the appropriate standards are being met.
- This information has been provided and the RAG has requested that manufacturer blower performance curves be used to determine airflow in lieu of Reference Methods 2, 2A, 2C, or 2D as cited in 40 CFR 60.
- Following review of the documentation provided by the RAG, RAPCA has not recommended that the RAG's request to use performance curves be denied, however they have indicated that Region 5 make this determination. Upon consultation with the Regional Program, it has recommended that HQ make the final determination. This issue is currently under review and resolution is expected within the month.

#### Location Specific ARARs

Location Specific ARARS are those requirements that relate to the geographic position of a site. No Location Specific ARARS were identified in the 1993 ROD.

#### **Data Review**

Overall, the system is operating as designed in collection and treatment of landfill gases. The Performance Standard for perimeter gas probe monitoring is detection of less than the LEL, or 5% combustible gas, at the property boundary. The monitoring system consists of eight gas monitoring probes shown in Figure 3. A review of the gas probe monitoring data indicate that in general this performance standard has been met. However, on several occasions during the course of operation, MP-2 and MP-3 have exceeded the 5% total gas range. The gas probes are measured weekly and at those times of exceedances, necessary adjustments are made to the well field by the field technician in an attempt to increase gas extraction in the area of MP-2 and MP-3, thereby decreasing gas levels in the monitoring probes. Well field adjustments include opening well head valves and manual starting of the flare unit. It is recommended that this situation be monitored to determine if alternate methods of control are needed to reduce methane concentrations in this area of the site.

## **Site Inspection**

An inspection at the site was conducted on September 5, 2002, as part of this five year review. The inspection was conducted by Linda Kern, Remedial Project Manager for EPA, Scott Glum, Site Coordinator for Ohio EPA, Mike Percival, Project Manager for *de maximis, inc.*, and Ralph Hirshberg, Project Manager for Civil & Environmental Consultants, Inc.

The purpose of the site inspection was to assess the protectiveness of the remedy, including the integrity of the landfill cap, the landfill gas destruction system, the presence of fencing to restrict access and the overall condition of site landfill gas extraction wells, and monitoring locations.

The site vegetation appeared to be in good condition, taking into consideration dry conditions throughout the summer. Ditch lines and embankments were in good condition. The sediment basin was clean and free of debris. Berms and spillways were also in good condition. Minor repairs of erosion were evident, but were in good condition. Minor infringements were noted at several locations on the fence line. It was explained that these were caused by the local deer population. Numerous siting of deer have been reported at the site.

There was one incident in the past of adjacent property owners removing part of the fence & storing light poles on one area of the landfill. The damaged fence has since been replaced.

No other signs of trespassing were apparent, although it was noted that from time to time the signs at the site are stolen by local children, but are quickly replaced by the site technician. Groundhogs are often noted on site, when burrows are located, they are filled, baited and trapped.

## **VII. Technical Assessment**

### **Question A: Is the remedy functioning as intended by the decision documents?**

The review of documents, review of O&M data, and the results of the site inspection indicates that the remedy is functioning as intended by the ROD. The placement of the landfill cap and construction of the landfill gas collection and destruction system has achieved the remedial action objective to mitigate the principal threat of landfill gas presented by the site.

### **Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives (RAOs) used at the time of the remedy selection still valid?**

There have been no changes in the physical conditions of the site that would affect the protectiveness of the remedy.

There have been no changes in standards to be considered for the Cardington Road Landfill. Land use has not changed near the landfill. No new exposure pathways or receptors have been identified. The remedy is progressing as expected.

**Question C: Has any other information come to light that could call into question the protectiveness of the remedy?**

No additional information has come to light which would call into question the protectiveness of the remedy.

**Technical Assessment Summary**

According to the data reviewed and the site inspection, the remedy is functioning as intended. There have been no changes in the physical conditions of the site that would affect the protectiveness of the remedy. The site's Quality Assurance Project Plan (QAPP) for long-term ground water monitoring requires finalization and ground water sampling needs to be performed.

**VIII. Issues**

According to the data reviewed and the site inspection, the remedy is functioning as intended by the ROD. There have been no changes in the physical conditions of the site that would affect the protectiveness of the remedy.

The Region will coordinate resolution of the RAG's request concerning meeting the substantive portions of the air permit requirements with EPA Headquarters and the Ohio EPA.

Groundwater monitoring will be performed upon finalization of the site's QAPP. The long-term groundwater monitoring plan will be conducted to identify temporal variations in groundwater quality.

**IX. Recommendations and Follow-Up Actions**

The recommendation resulting from this five year review would be to continue operation and maintenance of the remedy components. Groundwater sampling needs to be initiated and resolution of the Ohio EPA's substantive permit requirements should be expedited. The landfill gas readings in MP-2 and MP-3 should be monitored to determine if alternate methods of control are needed to reduce methane concentrations in that area of the landfill.

Five Year Review Deficiencies	Recommendations Follow-up Actions	Party Responsible	Oversight Agency	Milestone Date	Follow-up Action: Affects Protectiveness (Y/N)
OAC 3745-31-05 as it relates to air emission compliance	Resolve air compliance issue	EPA, Ohio EPA, RAG	EPA	October, 2002	Current: To be determined Future: To be determined



<b>Five Year Review Deficiencies</b>	<b>Recommendations Follow-up Actions</b>	<b>Party Responsible</b>	<b>Oversight Agency</b>	<b>Milestone Date</b>	<b>Follow-up Action: Affects Protectiveness (Y/N)</b>
Lack of Groundwater monitoring data	Finalize QAPP & perform monitoring	EPA, RAG	EPA	November, 2002	Current: No Future: To be determined
Elevated readings in MP-2 and MP-3	Monitor landfill gas probe readings	EPA, Ohio EPA, RAG	EPA	On-going	Current: No Future: To be determined

#### **X. Protectiveness Statement**

The site remedy is expected to be protective of human health and the environment while migration and treatment of landfill gases is maintained. The selected remedy eliminates the principal threats identified in the risk assessment by collecting and destroying the landfill gases, preventing direct contact with landfill waste and reducing infiltration of water into waste thus preventing the formation of leachate at the site. Long-term monitoring will be conducted to ensure that the remedy remains effective.

#### **XI. Next Review**

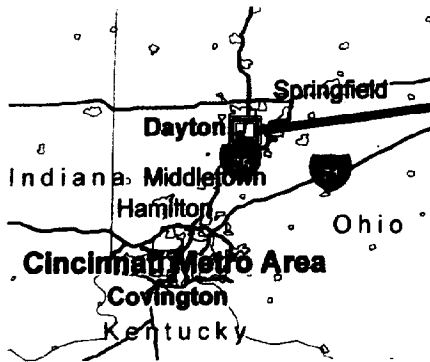
The next five-year review for the Cardington Road Landfill Site is required by September 2007, five years from the date of this review.

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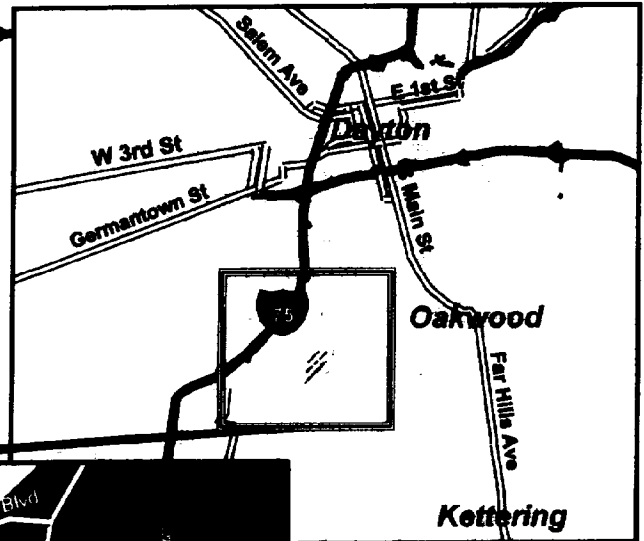
## FIGURES

# Cardington Road Landfill Superfund Site

## 1) State



## 2) Moraine County



## 3) Cardington Road Landfill Site



Figure 1

# Cardington Road Landfill Superfund Site 3D Surface Terrain Model



## Elevation Feet

- 1048 - 1093
- 1003 - 1048
- 958 - 1003
- 913 - 958
- 869 - 913
- 824 - 869
- 779 - 824
- 734 - 779
- 690 - 734

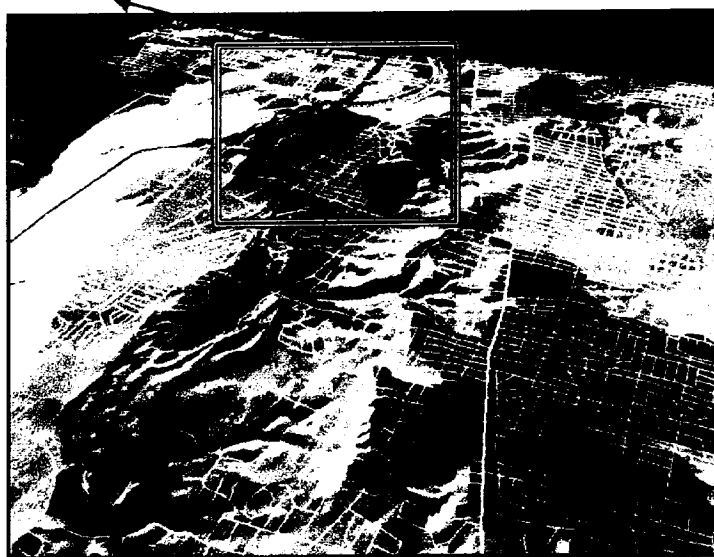


Figure 2

SEPA

Region

Plot created by Denise Wilborn U.S. EPA Region 5 on 8/23/2002  
BAW Image Date 4/17/994





## **ATTACHMENTS**

**Attachment 1**  
**List of Documents Reviewed**

U.S. Environmental Protection Agency, "Record of Decision for the Cardington Road Landfill Site", September 27, 1993

U.S. Environmental Protection Agency, "Explanation of Significant Differences for Remedial Action", January 25, 1996

U.S. Environmental Protection Agency, "Preliminary Close-Out Report", September 23, 1998

Danis Environmental Management Company, "Final Draft Long-Term Operation and Maintenance Plan", May 20, 1999

*de maximis, inc.*, Remedial Action Work Plan, October 25, 1996

U.S. Environmental Protection Agency, "Consent Decree" with the Tremont Landfill Company, et. al., Defendants, (August 12, 1996)

*de maximis, inc.*, Monthly Progress Reports for the Remedial Action, December 1998 through July 2002

Relevant site correspondence

U.S. Environmental Protection Agency, "Comprehensive Five-Year Review Guidance" (OSWER No. 9355.7-03B-P), June 2001



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**Attachment 2**  
**Deed Restrictions**

**ACCESS AGREEMENT AND DEED RESTRICTIONS**

13 This Agreement is made this ~~29~~<sup>29</sup> day of March, 2001 by and between the Calvary Cemetery Association ("Grantor") and the members of the Cardington Road Site Group, consisting of Bridgestone/Firestone, Inc.; Danis Industries Corporation; Flowserve Corporation (f/k/a Durion Company, Inc.); General Motors Corporation; Manchester Tank & Equipment Company; NCR Corporation; Tremont Landfill Company; TRW, Inc.; and Waste Management of Ohio, Inc.; who are parties to the Consent Decree described below (collectively, "Grantees"), under the following circumstances:

A. Grantor is the owner of approximately 83.688 acres as described in the County of Montgomery Deed Book 1038, Page 580, located adjacent to the Cardington Road Landfill Site, 1855 Cardington Road ("Site"). A portion of this tract, comprising about 0.109 acres, hereinafter referred to as "the Property," is described in **Exhibit A** and is specifically delineated in **Exhibit B**, each of which is attached to and made a part of this Agreement. Because of its proximity to the Site, hazardous substances are suspected to have been released at the Property and the United States government makes no representations as to the appropriate use of the Property.

B. Grantees have been named by the United States of America as potentially responsible parties pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9607, with respect to the Site.

C. Grantees entered into a Consent Decree with the United States that was entered on August 12, 1996, in federal district court, U.S. v. Tremont Landfill Company et al., Civil Action No. C-3-96-221 (S.D. Ohio) ("Consent Decree"). Under the Consent Decree, Grantees are obligated to implement the Remedial Design approved by the U.S. Environmental Protection Agency ("U.S. EPA") and incorporated in the Consent Decree (which design incorporates the remedial actions contained in U.S. EPA's Record of Decision ("ROD")), to perform long-term site operation and maintenance for at least thirty (30) years at the Site and certain nearby properties, to seek permanent future land and groundwater use restrictions at the Site and certain nearby properties, and potentially to perform additional response actions that EPA determines are necessary to protect human health and the environment and incorporates hereafter into the Remedial Design for the Site.

D. To fulfill their obligations pursuant to the Consent Decree, Grantees require access to the Property and certain land and groundwater use restrictions, for the purposes stated herein.

E. Grantor believes that its interests are served by facilitating the remediation of the Site and by allowing Grantees access to the Property and establishing deed restrictions on the Property on the terms provided herein.

2001 MARCH 29 PM 3:22  
COUNTY OF MONTGOMERY  
FILED AT 04:30 PM 2001  
KARL L. KEITH, COUNTY AUDITOR

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Access Rights.

a. Grantor hereby grants to Grantees the right of access on, over, above and under the Property to allow Grantees access to the Property and the right to implement the Consent Decree on, over, above and under the Property, to the extent set forth herein and pursuant to the limitations herein, including the activities set forth in the Remedial Design as modified and any and all work plans approved by U.S. EPA hereafter, including those relating to operation and maintenance and five-year review as required under Section VII of the Consent Decree ("Access Rights"). The Access Rights hereby granted extend to (1) Grantees' duly authorized employees, agents, consultants, and contractors and (2) representatives of the U.S. EPA and Ohio Environmental Protection Agency ("Ohio EPA"), including but not limited to their employees, agents, consultants, and contractors.

b. Grantor recognizes and ratifies that certain remedial action structures have been constructed on the Property pursuant to the Consent Decree and Grantor's prior oral consent, including but not limited to a vegetated landfill cap, fence, and lined drainage ditch. Grantor specifically grants to Grantees the right to operate, monitor, and maintain all such structures and to construct such other improvements on the Property as may be required pursuant to the Consent Decree.

c. In consideration of the grant of access and use restrictions set forth in this Agreement, Grantee will pay Grantor a one-time payment of \$5,450.00.

d. This Agreement shall in no way be construed as creating liability on the part of Grantor for any environmental conditions at the Site or on the Property.

2. Use.

a. During the term of this Agreement, Grantees, U.S. EPA, and Ohio EPA (including each of their employees, agents, consultants and contractors) shall have the right to enter on the Property at all reasonable times to perform work consistent with that described in this Agreement, to inspect, monitor, or maintain the structures installed on the Property, to address previously unknown conditions or circumstances beyond the control of Grantees, or to comply with additional requirements imposed by U.S. EPA or Ohio EPA.

b. Grantor agrees that it will not interfere with any equipment or facilities installed or present on the Property or interfere with any other operation or activity of Grantees pursuant to Grantees' rights under this Agreement.

3. Covenants, Conditions and Restrictions. The covenants, conditions and restrictions set forth in this Paragraph are established in the public interest and for the purpose of protecting human health and the environment and are intended to be effective and enforceable for the period co-extensive with the period that Access Rights are effective as set forth in Paragraph 6 hereof. The following covenants, conditions and restrictions shall apply to use of the Property for such period, run with the land and be binding on Grantor, lessees, transferees, successors and assigns:

a. At no time shall groundwater underlying the Property be extracted, except for the limited purposes of monitoring and/or remediating groundwater. Groundwater monitoring or remediation wells shall be installed only pursuant to a plan developed by Grantees.

b. At no time shall the Property be used for residential purposes.

c. No use or activity shall be permitted on the Property that may disturb or physically disrupt or impair the performance of any of the remedial measures installed on the Property.

d. Grantees shall bear responsibility for, and all costs of, recordation of this Agreement.

e. It is expressly agreed and understood that this Agreement shall not create the relationship of landlord and tenant between Grantor and Grantee under any circumstances.

4. Parties Bound. All covenants, conditions, and restrictions contained in this Agreement, including access rights, shall run with the Property and be binding upon Grantor, its transferees, successors, and assigns, lessees, and any other operator or tenant on the Property, and shall inure to the benefit of Grantees and the United States, who may enforce these rights, covenants, conditions, and restrictions by resort to legal process if necessary. All obligations of Grantees contained in this Agreement shall inure to the benefit of Grantor, and, shall inure to the benefit of any lessees of Grantor, and to Grantors' transferees, heirs, successors and assigns.

5. Transfer of Interest. Grantor agrees not to convey title, easement, leasehold, or any other possessory or non-possessory interest in the Property without a covenant, lease, or deed restriction providing that all parties acquiring any interest in the Property are bound by the terms of this Agreement. This Agreement and all amendments thereto shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of, any and all parties who acquire any interest in the Property. Grantor agrees to provide Grantees with written notice of Grantor's intent to transfer any interest in the Property, said notice to be provided to Grantee at least 30 days prior to any transfer of interest in the Property

6. Termination

a. The Access Rights under this Agreement will terminate whenever Grantees determine that it is no longer necessary to enter on the Property for the purposes set forth in Paragraph 1.a., which shall not be prior to the termination of Grantees' operation and maintenance obligations under the Consent Decree, which obligations extend for at least thirty (30) years following completion of remedial action. Within 30 days after termination, Grantees shall execute and record appropriate documents necessary to evidence the fact that this Agreement and Grantees' access rights hereunder have terminated, and provide Grantor or its successors, with a copy of the documents. Grantor has no unilateral right to terminate or revoke this Agreement, but may seek redress by resort to legal process for breach by Grantees, or Grantees' duly authorized employees, agents, consultants, and contractors, of this Agreement.

b. Notwithstanding termination of Access Rights under this Agreement, all other rights and obligations hereunder shall survive, including but not limited to those set forth in Paragraph 3 (Covenants, Conditions and Restrictions), Paragraph 8 (Release), and Paragraph 9 (Indemnity).

7. Notices.

a. All notices among the parties shall be served by registered or certified mail or by Federal Express or other private courier and shall be effective upon receipt. They shall be addressed as follows:

To Grantor:

Calvary Cemetery Association  
ATTN: Rick Meade, Superintendent  
Southwest Corner of Calvary and South Dixie Drive  
Dayton, OH 45409

To the Grantees:

Mike Percival  
Project Coordinator for Cardington Road Site Group  
de maximis, Inc.  
Civic Center Plaza, Suite 104  
33300 Five Mile Road  
Livonia, MI 48154

b. Grantees and Grantor agree to provide written notice to each other upon the resignation and/or redesignation of the contact persons listed above within thirty (30) days of the termination of the preceding contact person.

8. Releases and Covenants Not to Sue.

a. Grantees do hereby release Grantor and its lessees, transferees, successors, heirs, and assigns, and their agents, officers, employees, and representatives, from all present or future claims, causes of actions or demands which Grantees have or may have against Grantor as a result of personal injury to Grantees or harm to Grantees' property due to Grantees' presence upon the Property or their use of equipment or other activities while on, entering or leaving such Property at any time prior to entry into this Agreement or hereafter, including but not limited to attorneys fees and costs, except that this release shall not include such personal injury or property damage resulting from the willful misconduct of Grantor or Grantor's willful non-compliance with this Agreement. For purposes of this Paragraph 8, the term "Grantees" shall include Grantees' employees, agents, consultants and contractors.

b. Grantees covenant not to sue Grantor and its transferees, successors, heirs, and assigns, individually or collectively, with respect to any and all claims under federal or state law for response costs, response actions, or natural resource damages (as these terms are defined under CERCLA), or any types of injury to property or interests in property or related damages arising from or relating to the Site.

c. Grantor covenants not to sue Grantees and their transferees, successors, heirs, and assigns, individually or collectively, with respect to any and all claims under federal or state law for response costs, response actions, or natural resource damages (as these terms are defined under CERCLA), or any types of injury to property or interests in property or related damages arising from or relating to the Site, including but not limited to claims arising from or relating to the Property's proximity to the Site or the presence of waste, landfill gases, or remedial measures on, under or near the Property.

d. Nothing in this Paragraph 8 shall affect any claim arising from breach of this Agreement.

9. Attorneys' Fees and Costs. In any action brought by a party to this Agreement, or by any subsequent party who acquires interest in the Property, for breach of this Agreement, the prevailing party or parties shall be entitled to recover from the breaching party or parties the reasonable attorneys' fees and costs incurred by them in connection with said legal action.

10. No Admission. The parties agree that the terms and conditions of this Agreement cannot be used, and will not be admissible as evidence, in any federal or state litigation, except litigation necessary to enforce the terms of this Agreement. The parties also agree that the terms and conditions of this Agreement cannot, and will not, be used as an admission of liability, responsibility, or ownership for the Site or Property or the properties in question under CERCLA, and/or other applicable federal, state, or local regulations. The parties further agree that nothing in this Agreement can, or will, be construed as an admission of liability or responsibility for the clean up of the Property or the Site.

11. No Waiver. The failure of Grantees or Grantor to insist upon the strict performance of any of the terms, covenants and conditions of this Agreement, or to exercise any right or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition, right or remedy.

12. Severability. A determination by a court of competent jurisdiction that any provision of this Agreement is invalid for any reason shall not affect the validity of any other provision.

13. Headings. The headings of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

14. Transfer by Grantees. The Access Rights may not be assigned or transferred by Grantees to others except with Grantor's written consent. However, no such consent shall be required in connection with a merger, consolidation, sale of substantially all of its assets, change in control of corporate ownership, or similar action involving any of the Grantees.

15. Rights of EPA. Nothing herein shall be construed to modify or abridge the U.S. EPA's or Ohio EPA's statutory authorities including, but not limited to, those set forth in CERCLA.

16. Governing Law. The law of the State of Ohio shall govern this Agreement.

17. Entire Understanding. This Agreement sets forth the entire understanding and agreement among the parties relating to the Property and the Site.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into it, that he or she has read the Agreement in full, and that the party or parties on whose behalf he or she is executing the Agreement understands its terms and consents to be bound by them.

Date: 3/29, 2001

GRANTEES AS FIRST LISTED IN THIS AGREEMENT

By: Michael Percival  
Michael Percival, Project Coordinator,  
on behalf of Cardington Road Site Group

Signed and acknowledged  
in the presence of:

Rebecca L. Williams  
Witness 1 Rebecca L. Williams

David M. Andrews  
Witness 2 David M. Andrews

STATE OF ~~OHIO~~ MICHIGAN )  
COUNTY OF MONTGOMERY )  
WAYNE

The foregoing instrument was acknowledged before me this 29 day of MARCH, 2001, by Michael Percival on behalf of the Grantees as first listed in this Agreement.

David  
Notary Public - State of ~~Ohio~~ MICHIGAN



Date:

\_\_\_\_\_, 2001

CALVARY CEMETERY ASSOCIATION

By: \_\_\_\_\_

Harry Finke, President

Signed and acknowledged  
in the presence of:

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

STATE OF OHIO )

COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001,  
by Harry Finke, President, Calvary Cemetery Association.



\_\_\_\_\_  
Notary Public - State of Ohio

**LAURETTA L. STUEVE, Notary Public**  
In and for the State of Ohio  
My Commission Expires March 27, 2005

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EXHIBIT A



**Haley-Dusa  
Engineering & Surveying Group, LLC**

Suite 203  
Dayton, Ohio 45459  
Tel: (937) 439-4300  
Fax: (937) 439-2005

**EASEMENT DESCRIPTION  
0.109 ACRES  
SECTION 7, TOWN 1, RANGE 7 MRS  
CITY OF MORaine  
MONTGOMERY COUNTY, OHIO**

Situate in Section 7, Town 1, Range 7 MRS, City of Moraine, County of Montgomery, State of Ohio, and being an Easement to cover existing encroachments of the Cardington Road Landfill onto The Calvary Cemetery Association's 83.688 acre tract as described in Deed Book 1038, Page 580, more particularly described as follows:

Beginning at a 5/8" iron pin found at the southeast corner of said 83.688 acre tract, thence along the south line of said 83.688 acre tract, **North 89°12'50" West** a distance of **40.58** feet to a 5/8" iron pin set;

Thence **North 25°32'13" East** a distance of **45.79** feet to a 5/8" iron pin set;

Thence **North 08°00'11" East** a distance of **295.77** feet to a 5/8" iron pin set on the east line of said 83.688 acre tract;

Thence along the east line of said 83.688 acre tract, **South 03°28'40" West** a distance of **335.37** feet to the place of beginning.

Containing **0.109** acres, more or less.


Subject to all legal highways, easements, and restrictions of record.

Basis of Bearings: east line of 83.688 acre tract  
(South 03°28'40" West) – D.B. 1039, Page 580

A (5/8" iron pin set) refers to a 30" long rebar with a plastic identification cap stamped "Haley-Dusa 6819".

This description is based upon a field survey conducted under the supervision of John P. Haley, Registered Surveyor, Ohio License Number 6819, in September of 2000.

**Haley-Dusa Engineering & Surveying Group, LLC**

  
John P. Haley  
Registered Surveyor  
Ohio License Number 6819

**September 11, 2000  
Job # S0357**

EXHIBIT B

Prepared by Reveridge & Dearnes, P. C. on behalf of  
the Cordington Road Site Group

DELD

01-2038

L201

# ASEMENT EXHIBIT

0.109 ACRES

7, TOWN 1, RANGE 7 MRS  
CITY OF MORaine  
TGMERY COUNTY, OHIO

SS:

688 ACRE TRACT

WEST) - D.B. 1039, PAGE 580

THE CALVARY CEMETERY ASSOCIATION

83.688 ACRES

D.B. 1038, PAGE 580

YES:

580

E  
0.1



1" = 50'



**Haley-Dusa**  
Engineering & Surveying Group, LLC  
270 Regency Ridge Drive, Suite 203  
Dayton, Ohio 45458  
Phone: (937) 438-4300 Fax: (937) 438-2005

Scale: 1"=50'

Drawn: SBM

Checked: JPH

Date: 9/11/00

Job No. 50357

Received: 5/4/01 8:49AM; de maximis, inc. - Livonia; Page 2  
MAY -04' 01(FRI) 08:50 CIVIL & ENVIRONMENTAL CONSULTANT TEL: 513 985 0229



**Haley-Dusa  
Engineering & Surveying Group, LLC**

**RECEIVED**

MAY 03 2001

270 Regency Ridge  
Suite 203  
Dayton, Ohio 45459  
Tel: (937) 438-4300  
Fax: (937) 438-2005

**EASEMENT DESCRIPTION  
0.109 ACRES  
CITY LOT # 3006  
SECTION 7, TOWN 1, RANGE 7 MRS  
CITY OF MORaine  
MONTGOMERY COUNTY, OHIO**

Situate in Section 7, Town 1, Range 7 MRS, City of Moraine, County of Montgomery, State of Ohio, and being an Easement to cover existing encroachments of the Cardington Road Landfill onto The Calvary Cemetery Association's 83.688 acre tract, City Lot Number 3006, as described in Deed Book 1038, Page 580, more particularly described as follows:

Beginning at a 5/8" iron pin found at the southeast corner of said 83.688 acre tract, thence along the south line of said 83.688 acre tract, North 89°12'50" West a distance of 40.58 feet to a 5/8" iron pin set;

Thence North 25°32'13" East a distance of 45.79 feet to a 5/8" iron pin set;

Thence North 08°00'11" East a distance of 295.77 feet to a 5/8" iron pin set on the east line of said 83.688 acre tract;

Thence along the east line of said 83.688 acre tract, South 03°28'40" West a distance of 335.3 feet to the place of beginning.

Containing 0.109 acres, more or less.


Subject to all legal highways, easements, and restrictions of record.

Basis of Bearings: east line of 83.688 acre tract  
(South 03°28'40" West) - D.B. 1039, Page 580

A (5/8" iron pin set) refers to a 30" long rebar with a plastic identification cap stamped "Haley-Dusa 6819".

This description is based upon a field survey conducted under the supervision of John P. Haley, Registered Surveyor, Ohio License Number 6819, in September of 2000.

**Haley-Dusa Engineering & Surveying Group, LLC**

  
John P. Haley  
Registered Surveyor  
Ohio License Number 6819

September 11, 2000  
Job # 68357

**ACCESS AGREEMENT AND DEED RESTRICTIONS**

RAAS  
9-22  
This Agreement is made and entered into this 27th day of ~~November~~ <sup>December</sup>, 1999 by and between the entities listed on **Exhibit A** to this Agreement who are parties to the Consent Decree described below (collectively, "Grantees"); and Marion Scrimenti and Charlene L. Scrimenti ("Grantors") and Grantors' Lessee, Anthony Supply Company ("Lessee"), under the following circumstances:

6032 RAAS 0009  
A. Grantors are the owners of property at 2701 Lance Dr., Dayton, Ohio 45409 (the "Property"), located near the Cardington Road Landfill Site, 1855 Cardington Road ("Site"), which Property appears in **Exhibit B**, attached to and made a part hereof this Agreement. Said Property is specifically delineated on Exhibit B with a dark bolded line and notation. Lessee is the sole tenant at, and conducts all its operations on, the Property, including warehousing operations that require daily, ongoing access by, and turn-around capability for, semi-tractor-trailers. Because of its proximity to the Site, hazardous substances are suspected to have been released at the property and the United States government makes no representations as to the appropriate use of the property.

B. Grantees have been named by the United States of America as potentially responsible parties pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9607, with respect to the Site.

C. Grantees entered into a Consent Decree with U.S. EPA, which was entered on August 12, 1996, in federal district court, U.S. v. Tremont Landfill Company et al., Civil Action No. C-3-96-221 (S.D. Ohio) ("Consent Decree"), pursuant to which Grantees are obligated to

Judy JUDGE Recorder  
Montgomery County  
EASE-01 043185 0622  
\$34.00 05/07/01 15:17:44

implement the Remedial Design approved by U.S. EPA and incorporated in the Consent Decree (which design incorporates the remedial actions contained in U.S. EPA's Record of Decision ("ROD")), to perform long-term site operation and maintenance for at least thirty (30) years at the Site and certain nearby properties, to secure permanent future land and groundwater use restrictions at the Site and certain nearby properties, and to perform any additional response actions that EPA determines are necessary to protect human health and the environment and incorporates hereafter into the Remedial Design for the Site.

D. To fulfill their obligations pursuant to the Consent Decree and as specifically set forth in a letter dated April 7, 1998, from Anthony Rutter, U.S. EPA Region V, to Michael Percival, and in an approved design plan for gas extraction wells, copies of which will be attached to this Agreement as **Exhibit C**, Grantees need access to the Property and certain other nearby and adjoining property for the purposes stated herein and Grantees must secure permanent future land and groundwater use restrictions at the Site and certain nearby properties.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Access Rights.

a. Grantors and Lessee do hereby grant to Grantees the right of access on, over, above and under the Property to allow Grantees access to the Property and the right to implement the Consent Decree on, over, above and under the Property, to the extent set forth herein and pursuant to the limitations herein, including the activities set forth in the Remedial Design as modified and any and all work plans approved by U.S. EPA hereafter, including those relating to operation and maintenance and five-year review as required under Section VII of the



Consent Decree ("Access Rights"). The Access Rights hereby granted extend to (1) Grantees' duly authorized employees, agents, consultants, and contractors and (2) representatives of the U.S. EPA and Ohio Environmental Protection Agency ("Ohio EPA") including, but not limited to their employees, agents, consultants, and contractors.

b. This Agreement shall in no way be construed as creating liability on the part of Grantors or Lessee for any environmental conditions at the Site or on the Property.

2. Use.

a. During the construction period, which is expected to be complete by January 31, 2000, Grantees, U.S. EPA, and Ohio EPA (including each of their employees, agents, consultants and contractors) shall have the right to enter on the Property from 7 a.m. to 7 p.m., Monday through Saturday, to perform work consistent with that described in this Agreement, subject to field modification as necessary to accomplish work set forth in the Remedial Design, to address previously unknown conditions or circumstances beyond the control of Grantees, or to comply with additional requirements imposed by U.S. EPA or Ohio EPA. Grantees will temporarily halt or modify construction activity as necessary to accommodate semi-tractor-trailer deliveries during normal business hours.

b. The work performed or anticipated to be performed on the Property is as follows:

i. Drilling and casing/sealing of two gas extraction wells pursuant to an agreement dated July 23, 1998;

ii. Permanent relocation (including burial) of existing utility lines away from the construction area and abandonment of existing utility lines (including any work required by DP&L or Ameritech for safety reasons), which will be performed by

DP&L in coordination with Ameritech and which will occur only on a Saturday or after business hours, in accordance with DP&L's prior oral agreement. Grantors and Lessee agree to provide any authorization or access required by DP&L or Ameritech to perform the relocation work during non-business hours. The current estimate for the specified utility relocation work, if performed on a Saturday, is \$8,977.96. Grantees agree to pay any costs charged to Grantors, Lessee, or Grantees by DP&L and/or Ameritech for the specified relocation work. Should DP&L or Ameritech request payment in advance prior to commencing such work, Grantees agree to make payment promptly. Grantors and Lessee agree not to request DP&L or Ameritech to do work in addition to the specified relocation work. The Grantors or Lessee will schedule and coordinate all such relocation work with DP&L and/or Ameritech, but they shall not be responsible for delays by DP&L or Ameritech in commencing or completing the work, or for delays caused by Grantees' failure to promptly pre-pay if requested by DP&L or Ameritech. The parties acknowledge DP&L's advice that it has no easement on the Property. The DP&L contact person is Dawn Humphrey, telephone number (937) 331-3570);

iii. Installation of a pipeline trench approximately 24 inches wide, running south from the northern boundary of the Property approximately 21 feet to connect with the existing gas extraction well on the Property nearest that property boundary, as shown on the plan drawing provided as Exhibit C;

iv. Installation of a pipeline trench approximately 24 inches wide, running north from the southern boundary of the Property approximately 20 feet to connect with the existing gas extraction well on the Property nearest that property boundary, as shown on the plan drawing provided as Exhibit C;

v. Installation of pipeline in the trenches;

vi. Installation of a gas monitoring probe between one or both existing gas extraction wells and the existing building on the Property, flush mounted with a secure cover and designed to withstand impact by semi-tractor-trailers and snow removal vehicles;

vii. After completion of utility line relocation as described in Paragraph 2(b)(ii), repaving of utility line trenches in conformance with Paragraph 2(b)(viii). Grantors or Lessee will schedule the repaving of utility line trenches with a contractor of their selection, the cost of which Grantees will pay. Should any paving contractor request payment in advance of commencing such work, Grantees agree to make payment promptly. Any repaving costs that are not prepaid shall be billed to Grantees at the address listed in Paragraph 7 and paid in accordance with the contractor's standard invoice terms. Grantors and Lessee shall bear no responsibility for payment of any contractor invoice(s) for the specified repaving work. If any invoices are erroneously issued by a contractor to Grantors or Lessee, they shall promptly forward such invoices to Grantees for payment;

viii. Backfilling of the pipeline trenches with restoration of the disturbed Property pavement to comparable grade and depth of asphalt (Grantees will be responsible for scheduling and paying for pipeline trench area repaving);

ix. The valve box for each extraction well will be located off of the Property, and the existing well casings presently extending above ground approximately four feet will be removed and routed horizontally through the pipeline trenches below grade, such that no portion of the well casings will be exposed above grade on the

Property. The wellheads on the Property will be below grade and installed with flush-mounted, weather tight, diamond plate covers, and will be designed to withstand impact by semi-tractor-trailers and snow removal vehicles;

x. The estimated time for excavation of the trenches, installation of the pipeline, backfilling of the trenches, and restoration of the pavement is approximately three to six work days, weather permitting, commencing in January;

xi. The anticipated roster of vehicles and equipment to perform the above work is as follows (in each case, equivalent or smaller equipment may be substituted):

- (1) Komatsu PC 220 Excavator
- (2) 20 cubic yard roll off box with tractor and skid
- (3) Volvo 2040 Dump Trucks
- (4) Ingersoll Rand C-280 Smooth Drum Vibratory Roller
- (5) Miscellaneous small tools and light duty trucks and trailers

xii. No other construction work , including fill, regrading, or similar activities, is anticipated to occur on the Property, and any land areas adjacent to the Property that are disturbed due to gas line placement or drainage ditch improvements will be regraded in such a manner as not to contribute to any excessive pooling or ponding of water over the DP&L junction box (currently located at the southwest corner of the Property);

xiii. Typical maintenance activities occurring on the Property will include periodic (monthly) exercising of the shutoff valve (the remainder of the valves and controls will be located off the Property);

xiv. Grantees acknowledge that all maintenance activities must be conducted pursuant to Paragraph 2(c) of this Agreement, and must accommodate tractor-trailer deliveries to the Property.

xv. Access to the Property will be limited consistent with Paragraph 12 of this Agreement and consistent with limitations on access to the gas system elsewhere on the Site, and the wellhead assemblies will have locking covers;

xvi. Grantees will conduct any periodic maintenance required on the gas monitors previously installed by them in Grantors' building located on the Property, and the monitors shall remain in place until their removal is approved by U.S. EPA;

xvii. Grantees will submit their recommendations to U.S. EPA for the approval of the final design plan covering the Property promptly following execution of this Agreement, and Grantees will obtain written or oral approval from U.S. EPA for the final design plan, excluding necessary field modifications, before commencing further work on the Property.

c. After completion of the construction, Grantees, U.S. EPA, and Ohio EPA (including each of their employees, agents, consultants and contractors) shall have the right to enter on the Property at all reasonable times to take those actions which are necessary to fulfill their Consent Decree obligations and inspect, monitor or sample, and maintain the systems installed on the Property as shown in Exhibit C, provided Grantors and Lessee are provided with reasonable advance notice of the purpose and time for such entry by Grantees and provided that Grantees will accommodate semi tractor-trailer deliveries to Lessee's business.

d. Grantors and Lessee agree that they will not interfere with any testing, monitoring, construction or any other equipment or facilities installed or present on the Property

or interfere with any other operation or activity of Grantees pursuant to Grantees' rights under this Agreement.

3. Covenants, Conditions and Restrictions. The covenants, conditions and restrictions set forth in this Paragraph are established in the public interest and for the purpose of protecting human health and the environment and are intended to be effective and enforceable for the period co-extensive with the period that Access Rights are effective as set forth in Paragraph 6 hereof. The following covenants, conditions and restrictions shall apply to use of the Property for such period, run with the land and be binding on Grantors, Lessee, and any other lessees, transferees, successors and assigns:

a. At no time shall groundwater underlying the Property be extracted, except for the limited purposes of monitoring and/or remediating groundwater. Groundwater monitoring or remediation wells shall be installed only pursuant to a plan developed by Grantees.

b. At no time shall the Property be used for residential purposes.

c. No use or activity shall be permitted on the Property that may disturb or physically disrupt or impair the performance of any of the remedial measures installed on the Property, which measures include, installation and maintenance of a landfill gas extraction system; regrading and covering of affected portions of the Property after the installation thereof; and placement of land use and ground water use restrictions in the Montgomery County property records, provided that driving vehicles over the finished construction area (including any grates or flush wellheads) or accidental damage caused by vehicles shall not be considered disruption or impairment of the remedial measures for which Grantors or Lessee may be held liable, as long as Grantors and Lessee take reasonable precautions to minimize the potential for accidental damage (e.g., by locking their gate at the close of the business day).

d. Grantees shall bear responsibility for, and all costs of, recordation of this Agreement.

4. Parties Bound. All covenants, conditions, and restrictions contained in this Agreement, including Access Rights, shall run with the Property and be binding upon Grantors, their transferees, successors, and assigns, Lessee, and any other operator or tenant on the Property, and shall inure to the benefit of Grantees, who may enforce these rights, covenants, conditions, and restrictions by resort to legal process if necessary. All obligations of Grantees contained in this Agreement shall inure to the benefit of Grantors and Lessee, jointly and individually, and, shall inure to the benefit of any other Lessees of Grantors, and to Grantors' and Lessee's transferees, heirs, successors and assigns.

5. Transfer of Interest. Grantors and Lessee agree not to convey title, easement, leasehold or any other possessory or non-possessory interest in the Property without a covenant, lease, or deed restriction providing that all parties acquiring any interest in the Property be bound by the terms of this Agreement. This Agreement and all amendments thereto shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of, any and all parties who acquire any interest in the Property.

6. Termination.

a. The Access Rights under this Agreement will terminate whenever Grantees determine that it is no longer necessary to enter on the Property for the purposes set forth in Paragraph 1.a., which shall not be prior to the termination of Grantees' operation and maintenance obligations under the Consent Decree, which obligations extend for at least thirty (30) years following completion of remedial action. Within 30 days after termination, Grantees shall execute and record appropriate documents necessary to evidence the fact that this

Agreement and Grantees' Access Rights hereunder have terminated, and provide Grantors or their successors and Lessee or its successor, with a copy of the documents. Grantors and Lessee have no unilateral right to terminate or revoke this Agreement, but may seek redress by resort to legal process for breach by Grantees, or Grantees' duly authorized employees, agents, consultants, and contractors, of this Agreement.

b. Notwithstanding termination of Access Rights under this Agreement, all other rights and obligations hereunder shall survive, including but not limited to those set forth in Paragraph 3 (Covenants, Conditions and Restrictions), Paragraph 8 (Release), and Paragraph 9 (Indemnity).

7. Notices.

a. Grantees agree to provide Grantors and Lessee written notice of at least five (5) business days prior to commencing any work on the Property during the period from the signing of the Access Agreement through January 31, 2000, and thereafter, at least ten (10) business days notice, prior to commencing any work on the Property pursuant to the referenced Consent Decree or any future consent decree and shall provide the names of Grantees' agents, employees and contractors who may perform the work. Where Grantees need to make field modifications to address previously unknown conditions or circumstances beyond their control as provided in Paragraph 2.a. hereof, they shall provide notice to Grantors and Lessee as soon as practicable of such field modifications. This notice, and all other notices which may be proper or necessary for the parties, shall be served by registered or certified mail or by Federal Express or other private courier and shall be effective upon receipt. They shall be addressed as follows:

To Grantors:



Marion and Charlene Scrimenti  
Anthony Supply Company  
2701 Lance Dr.  
Dayton, OH 45409

To the Lessee:

Anthony J. Scrimenti  
Anthony Supply Company  
2701 Lance Dr.  
Dayton, OH 45409

To the Grantees:

Mike Percival  
Project Coordinator for Cardington Road Site Group  
de maximis, Inc.  
Civic Center Plaza, Suite 104  
33300 Five Mile Road  
Livonia, MI 48154

b. Grantees and Grantors and Lessee agree to provide written notice to each other upon the resignation and/or redesignation of the contact persons listed above within thirty (30) days of the termination of the preceding contact person.

8. Releases and Covenants Not to Sue.

a. Grantees do hereby release Grantors, Lessee, and their lessees, transferees, successors, heirs, and assigns, and their agents, officers, employees, and representatives, from all present or future claims, causes of actions or demands which Grantees have or may have against Grantors and/or Lessee as a result of personal injury to Grantees or harm to Grantees' property due to Grantees' presence upon the Property or their use of equipment or other activities while on, entering or leaving such Property at any time prior to entry into this Agreement or hereafter, including but not limited to attorneys fees and costs, except that this release shall not include such personal injury or property damage resulting from the willful misconduct of Grantors or

Lessee or Grantors' or Lessee's willful non-compliance with this Agreement. For purposes of this Paragraph 8, the term "Grantees" shall include Grantees' employees, agents, consultants and contractors.

b. Grantees covenant not to sue Grantors, Lessee, and their transferees, successors, heirs, and assigns, individually or collectively, with respect to any and all claims under federal or state law for response costs, response actions, or natural resource damages (as these terms are defined under CERCLA), or any types of injury to property or interests in property or related damages arising from or relating to the Site.

c. Grantors and Lessee covenant not to sue Grantees and their transferees, successors, heirs, and assigns, individually or collectively, with respect to any and all claims under federal or state law for response costs, response actions, or natural resource damages (as these terms are defined under CERCLA), or any types of injury to property or interests in property or related damages arising from or relating to the Site, including but not limited to claims arising from or relating to the Property's proximity to the Site or the presence of waste, landfill gases, or remedial measures on, under or near the Property.

d. Nothing in this Paragraph 8 shall affect any claim arising from breach of this Agreement.

9. Indemnity.

a. Grantees agree to indemnify and save harmless Grantors, Lessee, and their lessees, transferees, successors, heirs, and assigns, from any and all liabilities, losses, damages, or expenses proximately caused by Grantees' presence upon the Property or their use of equipment or other activities while on, entering or leaving such Property on or after July 23, 1998, including but not limited to liabilities, losses, damages, or expenses incurred by virtue of

Grantee's failure to perform work consistent with this Agreement, except as otherwise provided herein under Paragraph 2(a), or incurred by virtue of theft or damage resulting proximately from Grantee's failure to secure the Property fence-gate at the conclusion of work that extends past Grantors' or Lessee's normal business hours, and including but not limited to attorneys fees and costs in connection therewith. Grantees also agree to indemnify and save harmless Grantors, Lessee, and their lessees, transferees, successors, heirs, and assigns from any and all third-party claims for response costs or damages arising out of implementation of this Agreement.

b. The letter agreement signed by Grantors, Lessee, and Ralph Hirshberg on behalf of Grantees on July 23, 1998 is hereby superseded and terminated. This Agreement sets forth the entire understanding and agreement among the parties relating to the Property and the Site.

10. Agreement with U.S. EPA. Grantees and Grantors agree to use their best efforts to negotiate with and obtain from U.S. EPA an Administrative Order on Consent or other enforceable agreement which provides Grantors and Lessee a covenant not to sue and contribution protection from U.S. EPA with respect to the Site, which shall be provided in exchange for Grantors and Lessee's grant of access to the Property to the Grantees, U.S. EPA, and Ohio EPA.

11. Attorneys' Fees and Costs. In any action brought by a party to this Agreement, or by any subsequent party who acquires interest in the Property, for breach of this Agreement, the prevailing party or parties shall be entitled to recover from the breaching party or parties the reasonable attorneys' fees and costs incurred by them in connection with said legal action.

12. Fencing. Upon completion of work necessary to implement the Consent Decree or any related work plan or modification to the Remedial Design approved by the U.S. EPA on,

over, above and under the Property, Grantees shall leave standing for Grantors' and Lessee's benefit all fencing and fence gate installed by Grantees on the Property prior to or during the course of the remedial work (including but not limited to the fence and gate currently installed on the North and East side of the Property, and the fence currently installed on the South side of the Property at the lot line); and for good and valuable consideration as provided hereby Grantees do hereby sell and transfer such fencing materials to Grantors. Upon completion of the work, Grantees shall also give Grantors the opportunity to purchase from Grantees (or through Grantees from its fence supplier), for Grantees' volume purchase price without markup, any additional fencing for the Property as Grantors may feel is necessary for security to prevent access from its Property to the Site.

13. No Admission. The parties agree that the terms and conditions of this Agreement cannot be used, and will not be admissible as evidence, in any federal or state litigation, except litigation necessary to enforce the terms of this Agreement. The parties also agree that the terms and conditions of this Agreement cannot, and will not, be used as an admission of liability, responsibility, or ownership for the Site or Property or the properties in question under CERCLA, and/or other applicable federal, state, or local regulations. The parties further agree that nothing in this Agreement can, or will, be construed as an admission of liability or responsibility for the clean up of the Property or the Site.

14. No Waiver. The failure of Grantees, Grantors, or Lessee to insist upon the strict performance of any of the terms, covenants and conditions of this Agreement, or to exercise any right or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition, right or remedy.

15. Invalidity. A determination by a court of competent jurisdiction that any provision of this Agreement is invalid for any reason shall not affect the validity of any other provision.

16. Agents and Employees. The rights granted to Grantees under this Agreement may be exercised through their respective agents, employees, and contractors, and by representatives of the U.S. EPA and the Ohio EPA, including their employees, agents, and contractors. Grantees' agents, employees and contractors seeking access to the Property shall present identification upon request by Grantors or Lessee.

17. Headings. The headings of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

18. Transfer by Grantees. The Access Rights may not be assigned or transferred by Grantees to others except with Grantors' written consent. However, no such consent shall be required in connection with a merger, consolidation, sale of substantially all of its assets, change in control of corporate ownership, or similar action involving any of the Grantees.

19. Rights of EPA. Nothing herein shall be construed to modify or abridge the U.S. EPA's or Ohio EPA's statutory authorities including, but not limited to, those set forth in CERCLA.

20. Governing Law. The law of the State of Ohio shall govern this Agreement.

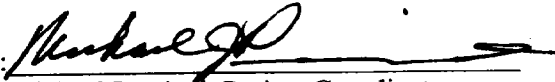
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into it, that he or she has read the Agreement in full, and that the party or parties on whose behalf he or she is executing the Agreement understands its terms and consents to be bound by them.


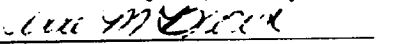
Date:

Dec. 1, 1999

GRANTEES AS LISTED ON ATTACHED  
EXHIBIT A

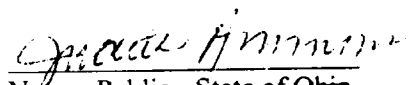
By:   
Michael Percival, Project Coordinator,  
on behalf of Cardington Road Site Group

Signed and acknowledged  
in the presence of:

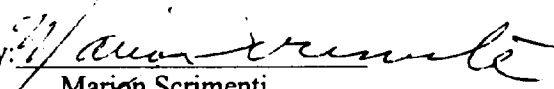
STATE OF ~~OHIO~~ MICHIGAN )  
 )  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 1 day of Dec, 1999,  
by Michael Percival on behalf of the entities listed on Exhibit A attached to this Agreement.

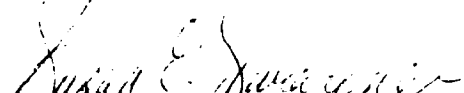
  
Notary Public - State of ~~Ohio~~ Michigan  
Ann Arbor, MI

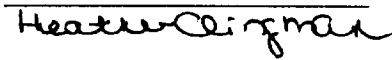
Date:

12-13, 1999

By:   
Marion Scrimenti

Signed and acknowledged  
in the presence of:

  
Susan Swearingen

  
Heather Clingman

STATE OF OHIO )

COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 13 day of December 1999.  
by H. CLINGMAN, Notary Public  
In and For The State of Ohio  
My Commission Expires Oct. 01, 2004

  
Notary Public - State of Ohio

Date:

12-13, 1999

By: Charlene L. Scrimenti  
Charlene L. Scrimenti

Signed and acknowledged  
in the presence of:

Susan E. Swearingen  
Susan E. Swearingen  
(Notary Public)  
Notary Public - State of Ohio

STATE OF OHIO                    )  
  )  
COUNTY OF MONTGOMERY        )

The foregoing instrument was acknowledged before me this 13 day of December, 1999,  
by \_\_\_\_\_, Notary Public  
Notary Public - State of Ohio, Expires Aug. 3, 2002

Susan E. Swearingen  
Notary Public - State of Ohio



Date:

12-13, 1999

Anthony Supply Company

By: [Signature]  
Anthony J. Scrimenti,  
President/

Signed and acknowledged  
in the presence of:

[Signature]  
Susan E. Scriminger  
[Signature]  
Heather C. Scriminger

STATE OF OHIO )

COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 13 day of December 1999,  
by SUSAN E. SCRIMINGER, Notary Public  
In and for the State of Ohio  
My Commission Expires Aug. 3, 2002

[Signature]  
Notary Public - State of Ohio

**EXHIBIT A**

**BRIDGESTONE/FIRESTONE, INC.**

50 Century Boulevard  
Nashville, TN 37214-3672

**NCR CORPORATION**

101 West Schantz Avenue  
Dayton, OH 45479

**DANIS INDUSTRIES**

2 Riverplace  
P.O. Box 456  
Dayton, OH 45401

**TREMONT LANDFILL COMPANY**

P.O. Box 1510  
Dayton, OH 45401

**FLOWERVE CORPORATION**

(f.k.a. The Duriron Co., Inc.)  
222 West Las Colinas Blvd., Suite 1500  
Irvine, TX 75039

**TRW, INC.**

1900 Richmond Road  
Cleveland, OH 44124-3760

**GENERAL MOTORS CORPORATION**

New Center One Building  
3031 West Grand Boulevard  
MC 482-208-815  
Detroit, MI 48202

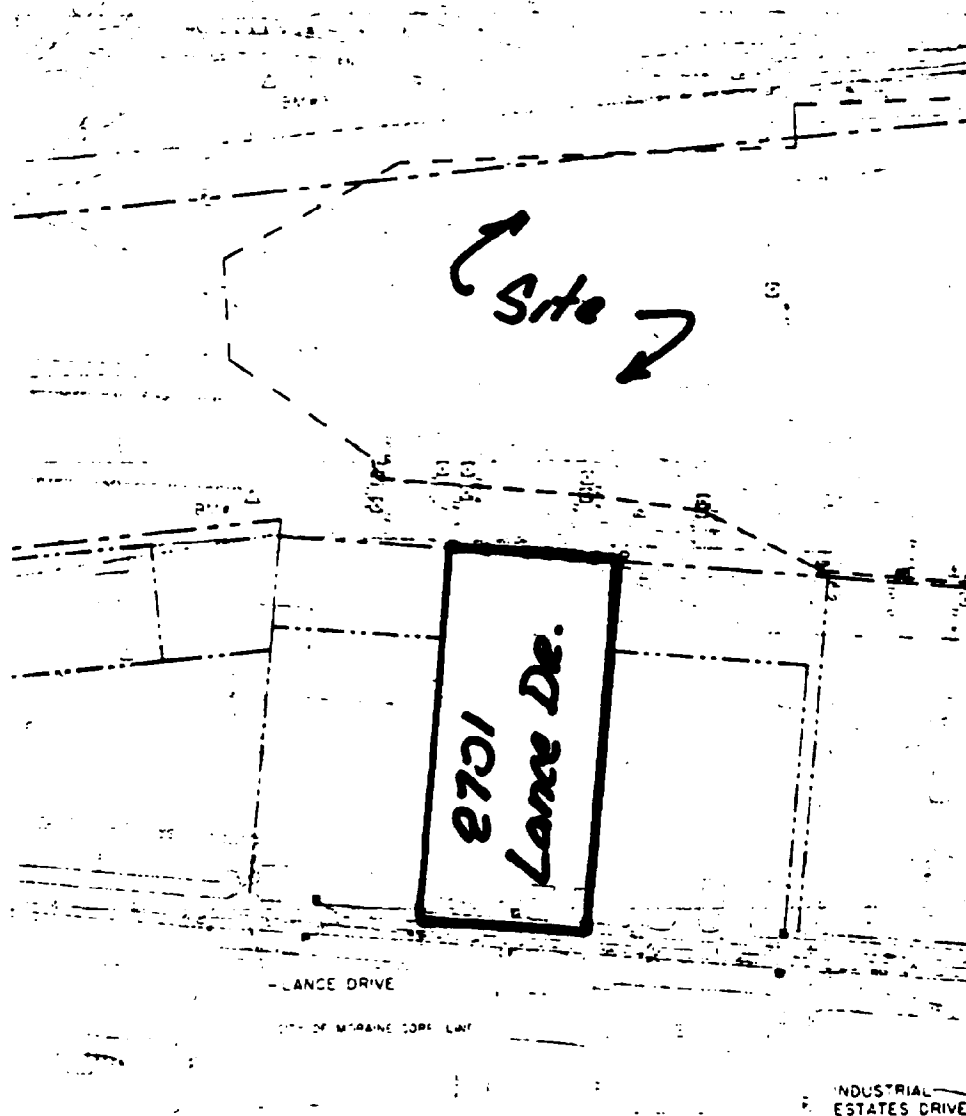
**WASTE MANAGEMENT OF  
OHIO, INC.**

17250 Newburgh Road, Suite 100  
Livonia, MI 48152-2618

**MANCHESTER TANK & EQUIPMENT  
COMPANY, INC.**

1749 Mallory Lane, Suite 400  
Brentwood, TN 37027-2931

O:\CL\03\82\3874\MISC\smj exhibit a.wpd



MAP REPRODUCED FROM FINAL REMEDIAL INVESTIGATION REPORT  
OF ALL SITE NEARBY HART ENVIRONMENTAL ENGINEERING CORP.  
SITE BOUNDARY INDICATES THE LIMIT OF WASTE PLACEMENT AS  
PHYSICAL SURVEYS AND IS TO THE LIMITS INVESTIGATED APPROXIMATE  
DATED EARTHWORK WITHIN THIS BOUNDARY TO BE CONDUCTED IN STRICT  
SE PLANS, SPECIFICATIONS AND THE PROJECT HEALTH AND SAFETY PLAN

SHOWN USED FOR INITIAL SITE DESIGN AND IS PROVIDED FOR GENERAL  
PLACE PROPERTY IDENTIFICATION MAP TRICITY ENGINEERING COMPANY  
ABLE LEGAL DESCRIPTION, REFER TO SITE PROPERTY LINE FOR  
LIMITS (SEE NOTE 4)

OWN BETWEEN CITY OF MORRIS AND CITY OF JEFFERSON IS APPROXIMATE  
REFERENCE ONLY. QUANTIFICATION BOUNDARIES SHALL BE VERIFIED BY THE  
CONSTRUCTION FOR DETERMINATION OF SPECIFIC MUNICIPAL PERMIT  
RESTRICTIONS

PROPERTY LINE REPRODUCED FROM SURVEY DATA  
ASSOCIATES, SEPTEMBER 1996

TOPOGRAPHY SHOWN PROVIDED BY GEO ONE, DAT  
DEVELOPED TO NATIONAL MAP ACCURACY STANDARDS  
FOR THE DETERMINATION OF ANY TOPOGRAPHIC  
IN ACCORDANCE WITH APPLICABLE CONTRACT CCA

TEST PITS 1-4 ADVANCED TO FIELD LOCATE SOLID  
OBSERVED BY DENNIS HUGHES U.S. ARMY CORPS  
RECORDED BY ROLAND STANLEY DEMONSTRATION 6/15/97

TEST PITS 1-4 LOCATIONS PER SURVEY DATA FOR  
S. ASSOCIATES, RECEIVED 7/21/97

TEST PITS 1-4 ADVANCED TO FIELD LOCATE SOLID  
OBSERVED BY DENNIS HUGHES U.S. ARMY CORPS  
RECORDED BY ROLAND STANLEY DEMONSTRATION 6/15/97  
SEPTEMBER 10, 1997

**Exhibit B**

**EXHIBIT B**  
(continued)

**Marion Scrimenti and Charlene L. Scrimenti**

**The property located at 2701 Lance Drive, Moraine, Ohio 45409. Situate in the City of Moraine, County of Montgomery, and State of Ohio and being Lots numbered 3017 and 3718 of the City of Moraine, Ohio.**

**This document has been prepared by Beveridge & Diamond, P.C. on behalf of the Cardington Road Site Group.**